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4 BILL NO. S-76-06-17

5 SPECIAL ORDINANCE NO. S-124-76

6 AN ORDINANCE approving a contract
7 with Bercot, Inc. for Water
8 Contract No. 76-1.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated May 26, 1976
12 between the City of Fort Wayne, by and through its Mayor,
13 and the Board of Public Works and Bercot, Inc., for:

14 Water Contract No. 76-1 for construction
15 and adjustments to the Coldwater Road Water
16 Main,

17 for a total cost of \$17,581.51, all as more particularly set
18 forth in said contract which is on file in the Office of the
19 Board of Public Works and is by reference incorporated herein,
20 made a part hereof and is hereby in all things ratified,
21 confirmed and approved.

22 SECTION 2. This Ordinance shall be in full force
23 and effect from and after its passage and approval by the Mayor.

24 
25 Councilman

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33 APPROVED AS TO FORM
34 AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Talarico, and duly adopted. read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the ~~Council Chambers~~, City County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 1976, at _____ o'clock P.M., E.S.T.

Date:

6-8-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Stier, and duly adopted, placed on its passage. Passed (Lost) by the following vote:

	AYES	HAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>7</u>	<u>0</u>		<u>2</u>	
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
HUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.				✓	
STIER	✓				
TALARICO				✓	

DATE:

6-22-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-124-76 on the 22nd day of June, 1976.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of June, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 23rd day of June, 1976, at the hour of 5:00 o'clock P. M., E.S.T.

Robert E. Armstrong
-102

Bill No. S-76-06-17

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Bercot, Inc. for Water Contract No. 76-1

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses, Jr.
Donald J. Schmidt

Paul M. Burns
William T. Hinga

6-22-76
CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

BIDDING TABULATION - WATER MAIN ADJUSTMENTS ON COLDWATER ROAD Contract # 76-1 B.O. #34-76 May 12, 1976

CONTRACTOR			ENGR. EST.		T-G Excavating, Inc.		John Dehner, Inc.		Bercof, Inc.	
BIDDER'S BOND					10%		10%		10%	
NON - COLLUSION AFFIDAVIT					Yes		Yes		Yes	
FINANCIAL STATE					Cert. of lieu		Cert. of lieu		Cert. of lieu	
E.E.O. STATE					Cert. of lieu		Cert. of lieu		Cert. of lieu	
COMPLETION TIME					30 days		30 days		60 days	
ITEM	QUANTITY	DESCRIPTION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION	U. P.	EXTENSION
1	305+ 1f	8" D. I. water main	\$ 15.00	\$ 4,575.00	\$ 14.97	\$ 4,567.85	\$ 19.03	\$ 5,804.15	\$ 18.95	\$ 5,779.75
2	170+ 1f	6" D. I. water main	\$ 13.00	\$ 2,210.00	\$ 12.90	\$ 2,193.00	\$ 17.30	\$ 2,954.60	\$ 17.15	\$ 2,915.50
3	1 each	6" x 6" x 6" tee (restrained)	\$150.00	\$ 150.00	\$243.00	\$ 243.00	\$175.00	\$ 175.00	\$415.60	\$ 415.60
4	560+ 1f	8" & 6" C. I. water main lowering, Sec. 1	\$ 18.00	\$10,080.00	\$ 23.61	\$13,221.60	\$ 34.89	\$19,538.40	\$ 12.02	\$ 6,731.20
5	159+ 1f	8" C. I. water main lowering, Sec. 2	\$ 16.00	\$ 2,544.00	\$ 24.61	\$ 3,912.99	\$ 36.14	\$ 5,746.26	\$ 10.94	\$ 1,739.46
TOTAL BID				\$19,559.00		\$24,136.99		\$34,218.41		\$17,581.51

65-148-16 5/26/76

AGREEMENT
FOR CONSTRUCTION AND ADJUSTMENTS OF WATER MAIN
ON COLDWATER ROAD

CONTRACT NO. 76-1

B.O. #34-76 W.O. #63304

THIS AGREEMENT, made this 26 day of May, 1976, by and between BERCOT, INC., herein called the Contractor, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 105+ feet of 6" ductile iron water main on Stratton Road and Coldwater Road; also 305+ feet of 8" ductile iron water main on Collins Drive; also to lower 560+ feet of 6" & 8" cast iron water main on Coldwater Road and English Lane (Sec. 1) and on Coldwater Road from Sta. 178+00 to Sta. 179+59 (Sec. 2), all as shown on Fort Wayne Water Utility, Engineering Department, drawing Y-10501, sheets 1 thru 6, and do everything required by the contract documents and this Agreement.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this contract shall be commenced immediately upon notice to proceed and the work shall be completed within sixty (60) consecutive calendar days after receipt of material.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the contract the sum of \$17,581.51. In the event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's proposal.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided therein, as follows:

On or about the 15th day of each month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineering Department of the Owner shall promptly make such inspection, and when it finds the work acceptable under the contract fully performed, it shall promptly issue a final certificate stating that the work provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 6. GUARANTEE OF MATERIALS AND WORKMANSHIP

Contractor guarantees all materials and work against defects for a period of one year after the date of the acceptance of the work.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, Bond and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents:

- A. Instructions to Bidders for Contract No. 76-1.
- B. Contractor's Proposal dated May 12, 1976.
- C. Contractor's Bond.
- D. Supplemental Specifications for Water Main Adjustments on Cold-water Road, and Detailed Specifications and Conditions for the installation of Transmission and Distribution Mains, Contract No. 76-1, and Fort Wayne Water Utility, Engineering Dept., Drawing No. Y-10501, Sheets 1 thru 6.
- E. All materials shall be in accordance with Fort Wayne Water Utility, Engineering Department, Water Main Materials Standards, except as modified in the Supplemental Specifications.

ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 9. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BERCOT, INC.

BY: Paul E. Bercot

Paul E. Bercot, President

CITY OF FORT WAYNE, INDIANA

BY: Robert E. Armstrong

Robert E. Armstrong,
its Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G. Scott
Max G. Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

D. L. Foland
Prepared by: D. L. Foland, P. E., Water Engineering Department

APPROVED by the Common Council of the City of Fort Wayne on _____, 1976,
Special Ordinance No. _____.

THE Cincinnati Insurance Company

CINCINNATI OHIO

KNOW ALL MEN BY THESE PRESENTS, That

Bercot, Inc.

(hereinafter called "Principal"), as Principal, and THE CINCINNATI INSURANCE COMPANY a corporation of the State of Ohio, with its Home Office in the City of Cincinnati, Ohio, (hereinafter called "Surety"), as Surety, are held and firmly bound unto

Board of Public Works, City of Fort Wayne, Indiana

(hereinafter called "Owner" (or "Obligee")) in the full and just sum of

Seventeen Thousand Five Hundred Eighty One and 51/100 - - - - -

- - - - - Dollars (\$17,581.51)

to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 20th day of May A. D. 1976

WHEREAS, the Principal has entered into a certain written agreement, dated the 20th day of May A. D. 1976, with the Owner (or Obligee) for Contract 76-1 Watermain Adjustments, Coldwater Road

which agreement is or may be attached hereto for reference.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

WITNESS:

Bercot, Inc. (SEAL)

By: *Neil Bercot* (SEAL)

Principal (SEAL)

THE CINCINNATI INSURANCE COMPANY

By: *Ruth Kramer*
Attorney-in-Fact
Ruth Kramer

5-698 10/60



THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint H. Stanely Huff, Jr.; Donald F. Campbell and/or Ruth Kramer

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 15th day of January 1974.



STATE OF OHIO)
COUNTY OF HAMILTON) SS:

THE CINCINNATI INSURANCE COMPANY

Robert B. Morgan
Vice-President

On this 15th day of January 1974, before me came the above named Vice-President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 20th day of May 1976



Robert J. Dickhaus
Secretary and Treasurer

DIGEST SHEET

S-76-06-17

TITLE OF ORDINANCE SPECIAL ORDINANCE-WATER MAIN CONTRACT 76-1 - Coldwater Road

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Water Contract No. 76-1 with Bercot, Inc. in amount of
\$17,581.51 provides for construction and adjustments to the Coldwater Road
Water Main. This work is needed in connection with the dual laning and
paving by the State Highway from the Bypass to Washington Center Road.

Other bids were: T-G Excavating ----- \$24,136.99

John Dehner, Inc. ----- 34,218.41

(SEE BID TABULATION ATTACHED)

EFFECT OF PASSAGE Proper placement of City water lines

EFFECT OF NON-PASSAGE Failure to move or adjust utility line as required

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to Water Utility
\$17,581.51

ASSIGNED TO COMMITTEE

Public Works